

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES ARMY
AND
THE NORWEGIAN ARMY
CONCERNING
THE ASSIGNMENT OF LIAISON ARMY OFFICERS

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INTRODUCTION

In furtherance of the North Atlantic Treaty, dated April 4, 1949, the United States Army and the Norwegian Army (each referred to herein individually as a "Participant" and together as the "Participants"), hereby agree to this Memorandum of Understanding (the "MOU") regarding the assignment of individuals to serve as Liaison Officers between them.

SECTION I DEFINITIONS

In addition to any terms defined in other provisions of this MOU, the following terms shall have the following meanings when used herein:

1.1 "Classified Information" shall mean official information of a Participant that requires protection in the interests of national security of such Participant and is so designated by the application of security classification markings.

1.2 "Controlled Unclassified Information" shall mean unclassified information of a Participant to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Participant. Whether the information is provided or generated under an agreement, the information shall be marked to identify the fact that it was disclosed "in confidence". The category of information could include information which has been declassified, but remains controlled.

1.3 "Host Participant" shall mean the Participant to which the Liaison Officer acts as a liaison pursuant to an assignment by a Parent Participant under Section III.

1.4 "Liaison Officer" shall mean an officer of the army of a Participant who, pursuant to Section III of this MOU, is assigned by such Participant to act as its representative to the other Participant in connection with the purposes described in Section II of this MOU.

1.5 "Parent Participant" means the Participant that assigns a Liaison Officer pursuant to Section III.

SECTION II PURPOSE

The purpose of this MOU is to establish terms for a formal liaison between the Participants concerning military matters of mutual interest and, subject to each Participant's regulations, laws and international agreements concerning the sharing of information, to promote a better understanding between the Participants on issues of mutual interest and concern thereby also creating favorable conditions to enhance the possibilities for interoperability.

SECTION III SCOPE

3.1 During the term of this MOU, subject to the agreement of the Participants, each Participant may assign uniformed members of its armed forces to serve as a Liaison Officer(s) to the other Participant in accordance with the terms of this MOU.

3.2 The establishment of each Liaison Officer position under this MOU will be based upon the demonstrated need for, and the mutual benefit, of this position to the Participants. Once established, each Liaison Officer position will be subject to periodic review by either Participant to ensure that the position continues to be required by, and is of mutual benefit to the Participants. The Participants agree that a Liaison Officer position no longer required by, or of mutual benefit to, either Participant will be subject to elimination.

3.3 Commencement of such an assignment will be subject to any requirements that may be imposed by the other Participant regarding formal certification or approval of foreign Liaison Officers.

3.4 Unless otherwise agreed, the normal tour of duty for a Liaison Officer will be three (3) years.

3.5 An individual may serve as a Liaison Officer to only one major military command of the U.S. at any point in time.

3.6 This MOU does not intend to conflict with any national or international law. In the event of such conflict, national and international law will prevail and the Participants will notify each other of the conflict as soon as possible.

SECTION IV DUTIES AND ACTIVITIES

4.1 The Liaison Officer will represent the Parent Participant to the Host Participant. The Liaison Officer will not perform duties reserved by the laws or regulations of the Host Participant to national officers or employees, nor will the Liaison Officer provide any labor or services to the Host Participant or any of its agencies.

4.2 The Liaison Officer will be required to comply with all applicable Host Participant policies, procedures, laws and regulations. The Host Participant will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Participant, and to arrange for activities consistent with such requirements and the purposes of this MOU.

4.3 The Liaison Officer may request access to Host Participant facilities if such access promotes the purposes of this MOU, is consistent with the terms of any applicable certification or approval issued by the Host Participant, and is permitted under the applicable national policies, procedures, laws and regulations. Such requests will be submitted to the Contact Officer described in Section 4.2. Approval of such requests shall be at the discretion of the Host Participant. Any request for access that exceeds the terms of an applicable certification or approval will be submitted through diplomatic channels.

4.4 The Liaison Officer will be granted access to information of the Host Participant, whether or not classified, as authorized by the Host Participant, and only to the extent necessary to fulfill the Liaison Officer's functions hereunder.

4.5 All information to which the Liaison Officer is granted access while serving as a liaison to the Host Participant will be treated as information provided to the Parent Participant, in confidence, and will not be further released or disclosed by the Liaison Officer to any third party without the prior written authorization of the Host Participant. Disclosure of information to the Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Section II.

4.6 The Liaison Officer will not be assigned to locations where hostilities are likely, nor to any area of political sensitivity where their presence may jeopardize the interest of the Parent Participant. Should hostilities occur at a location where the Liaison Officer is assigned, the Host Participant shall promptly remove the Liaison Officer to a location where direct or indirect involvement in such hostilities is unlikely.

4.7 The Liaison Officer will not be permitted to participate in operations, exercises or civil-military actions unless expressly authorized to do so by both the Host and Parent Participants.

4.8 The Liaison Officer will comply with the dress regulations of the Parent Participant but, if requested by the Host Participant, will also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular unit of the Host Participant which the Liaison Officer is serving. The Liaison Officer will comply with the customs of the Host Participant with respect to the wear of civilian clothing.

4.9 Prior to the commencement of a Liaison Officer's tour, the Parent Participant will notify the Host Participant of the specific Parent Participant organization which will exercise operational control over the Liaison Officer and, if different, the Parent Participant organization that will provide administrative support to the Liaison Officer and the Liaison Officer's dependents.

4.10 At the end of a Liaison Officer's tour, or as otherwise agreed by the Participants, the Parent Participant may replace the Liaison Officer with another individual who meets the requirements of this MOU. Such replacement will be subject to any certification or approval requirements imposed under the laws and regulations of the Host Participant.

SECTION V

STATUS AND QUALIFICATIONS

5.1 NATO SOFA will govern the status of the Liaison Officers and the Liaison Officer's dependents.

5.2 The Parent Participant will assign as Liaison officers only

individuals who (a) hold the rank of Major or higher, and (b) are eligible to obtain the required host country clearances.

SECTION VI FINANCIAL ARRANGEMENTS

6.1 The Parent Participant will bear all costs and expenses of the Liaison Officer, including, but not limited to:

6.1.1 All pay and allowances of the Liaison Officer;

6.1.2 All travel by the Liaison Officer and the Liaison Officer's dependents, including, but not limited to, travel to and from the country of the Host Participant;

6.1.3 All subsistence costs and expenses of the Liaison Officer and the Liaison Officer's dependents within the Host Participant's country, except for travel and subsistence costs that are the responsibility of the Host Participant pursuant to Section 6.2; This includes local travel, office space, clerical services, quarters, rations, medical and dental services, unless specifically provided under another agreement.

6.1.4 Compensation for loss of, or damage to, the personal property of the Liaison Officer, or the personal property of the Liaison Officer's dependents;

6.1.5 The movement of the household effects of the Liaison Officer and the Liaison Officer's dependents;

6.1.6 Preparation and shipment of remains; funeral expenses associated with the death of the Liaison Officer or his dependent(s);

6.1.7 Formal and informal training of the Liaison Officer, other than briefings on Host Participant requirements provided by the contact officer; and

6.1.8 All expenses in connection with the return of a Liaison Officer whose assignment has been terminated, along with his or her dependents.

6.2 The Host Participant may provide such office facilities, and equipment, supplies and services as may be necessary for the Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant for the cost of the Liaison Officer's use of such facilities at rates determined by

the Host Participant. Where the Department of the Army (US) is the Host Participant, reimbursement for such facilities, equipment, supplies, and services will be made through Foreign Military Sales in an agreed upon Letter of Offer and Acceptance. The Host Participant will not provide any supplies or services related to those costs that, pursuant to Section 6.1, are the responsibility of the Parent Participant. Accordingly, the Parent Participant will make arrangements to defray such costs directly through its personnel, rather than through reimbursement to the Host Participant.

6.3 The obligations of each Participant under this MOU will be subject to the authorization and availability of funds.

SECTION VII SECURITY

7.1 The Host Participant will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Liaison Officer will be permitted. The Host Participant will inform the Parent Participant of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities will be consistent with, and limited by, the purposes of this MOU (as expressed in Section II) and the provisions of this Section and any other agreement between the Participants concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, the Host Participant may prohibit the Liaison Officer's right to access to any Host Participant facility or require that such access be supervised by Host Participant personnel.

7.2 Each Participant will cause security assurances to be filed, through the Royal Norwegian Embassy in Washington, D.C., in the case of Norwegian personnel, and through the U.S. Embassy in Oslo, Norway in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Participant. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Participant procedures.

7.3 The Parent Participant will ensure that each assigned Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of

proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information disclosed to the Liaison Officer. This obligation will apply both during and after termination of an assignment as a Liaison Officer. Prior to taking up duties as a Liaison Officer, the Norwegian Army Liaison Officer will be required to sign the certification at Annex A. Only individuals who sign the certification will be permitted to serve as Liaison Officers with the U.S. Army.

7.4 The Parent Participant will ensure that the Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Participant. Any violation of security procedures by a Liaison Officer during his or her assignment will be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant will remove any Liaison Officer who violates security laws, regulations, or procedures during his or her assignment, or fails to display a commitment to comply with such laws, rules, or procedures, with a view toward adverse action by the Parent Participant.

7.5 All Classified Information made available to the Liaison Officer will be considered to be Classified Information furnished to the Parent Participant, and will be subject to all provisions and safeguards provided for in accordance with the Safeguarding of Classified Information Agreement Between the United States of America and Norway dated 26 February 1970 and as amended 27 September 1984.

7.6 The Liaison Officer will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the formal Host Participant certification or approval of the Liaison Officer, and as requested in writing by authorized by the Parent Participant.

7.7 The obligations of the Liaison Officer with respect to Classified or Controlled Unclassified Information disclosed by the Host Participant in connection with this MOU will survive termination of assignment and/or expiration of this MOU.

SECTION VIII

TECHNICAL AND ADMINISTRATIVE MATTERS

8.1 Consistent with the laws and regulations of the Host Participant and this MOU, the Liaison Officer shall be subject

to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. Nothing herein shall limit any exemption from taxes, customs or import duties, or similar charges available to the Liaison Officer or the Liaison Officer's dependents under applicable laws, regulations or international agreements.

8.2 The Participants will agree upon working hours for the Liaison Officer that are consistent with the customs and requirements of both Participants. The Liaison Officer may observe the holiday schedule of either the Parent Participant or the Host Participant, as mutually agreed. The Liaison Officer's entitlement to passes, leave and vacation will be determined by the laws and regulations of the Parent Participant, but the Parent Participant will ensure that the Host Participant is informed as far in advance as possible of any absences of the Liaison Officer.

8.3 The Host Participant will provide medical and dental care to the Liaison Officer and the Liaison Officer's dependents to the extent permissible by law at the Host Participant's medical facilities. The Parent Participant will ensure that the Liaison Officer and the Liaison Officer's dependents are physically fit prior to commencement of the Liaison Officer's tour of duty. The Parent Participant will be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and the Liaison Officer's dependents, and the costs of, and procedures for, use of such services.

8.4 If authorized by the laws and regulations of the Host Participant, the Host Participant will extend to the Liaison Officer, and the Liaison Officer's dependents, the same purchasing and patronage privileges at military commissaries, exchanges, theaters and similar morale and welfare activities as are extended to equivalent personnel of the Host Participant. This provision will not, however, limit privileges set forth elsewhere in this MOU or other privileges granted by the Host Participant, at its discretion, with the consent of the Parent Participant, nor require the Host Participant to extend privileges that, under applicable law or regulations, are not available to the Liaison Officer or the Liaison Officer's dependents.

8.5 Consistent with the laws and regulations of the Host Participant, and subject to reimbursement by the Parent Participant, the Host Participant will provide, if available,

housing and messing facilities for the Liaison Officer and the Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Participant, the Host Participant will use reasonable efforts to assist the Parent Participant locate such facilities for the Liaison Officer and the Liaison Officer's dependents.

8.6 Unless otherwise agreed by the Participants, the Liaison Officer will reside within commuting distance from the Host Participant Unit or office with which the Liaison Officer is serving as a Liaison.

8.7 The Parent Participant will ensure that the Liaison Officer and the Liaison Officer's dependents have all documentation required for entry into, and exit out of, the country of the Host Participant at the time of such entry or exit.

8.8 The Liaison Officer and the Liaison Officer's dependents will not bring firearms of any kind into the country of the Host Participant unless authorized to do so by the Host Government.

SECTION IX CLAIMS

9.1 Claims arising from the operation of this MOU will be governed by NATO SOFA. Claims, other than contractual claims, to which the provisions of any such agreement do not apply, will be presented to the other Participant for consideration under its applicable laws and regulations.

9.2 The Parent Participant will ensure that the Liaison Officer and those dependents accompanying the Liaison Officer in the country of the Host Participant, will obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulation. In the case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

9.3 Nothing herein shall be construed as limiting the liability of either Participant to claims of third parties, or otherwise limiting the rights of any third parties that might exist under applicable law.

SECTION X
DISCIPLINE AND REMOVAL

10.1 Except as provided in Section 10.3, the Host Participant may not take administrative or disciplinary action against the Liaison Officer. The Parent Participant, however, will take such administrative or disciplinary action against the Liaison Officer, as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Participants will cooperate in the investigation of any offenses under the laws or regulations of either Participant.

10.2 All issues related to criminal jurisdiction over the Liaison Officer and his or her dependents will be governed by the NATO SOFA.

10.3 The certification or approval of a Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Participant for any reason, including, but not limited to, the violation of the regulations or laws of the Host Participant or the Host Government. In addition, at the request of the Host Participant, the Parent Participant will remove the Liaison Officer or a dependent of the Liaison Officer from the territory of the Host Government. The Host Participant will provide an explanation for its removal request, but a disagreement between the Participants concerning the sufficiency of the Host Participant's reasons will not be grounds to delay the removal of the Liaison Officer. If so requested by the Host Participant, the Parent Participant must replace any Liaison Officer removed under this Section, provided the replacement meets the requirements of this MOU.

10.4 A Liaison Officer will not exercise any supervisory or disciplinary powers over military members or civilian employees of the Host Participant.

SECTION XI
SETTLEMENT OF DISPUTES

Disputes arising under or relating to this MOU will be resolved only through consultations between the Participants and will not be referred to an individual, national or international tribunal, or to any other forum for settlement.

SECTION XII

ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION

11.1 All activities of the Participants under this MOU will be carried out in accordance with applicable national laws and regulations of the Participants.

11.2 The Parent Participant will be responsible for ensuring that the Liaison Officer complies with all obligations and restrictions applicable to the Liaison Officer under this MOU.

11.3 In the event of a conflict between a Section of this MOU and any Annex to this MOU, the Section will prevail. In the event of a conflict between this MOU and NATO SOFA, the NATO SOFA will prevail.

11.4 Except as otherwise provided, this MOU may be amended by the mutual written consent of the Participants.

11.5 This MOU may be terminated at any time by written consent of both Participants. In the event both Participants consent to terminate this Agreement, the Participants will consult prior to the date of termination to ensure that termination is effected on the most economical and equitable terms.

11.6 Either Participant may terminate this MOU upon 180 days written notification to the other Participant. Such notice shall be the subject of immediate consultation by the Participants to decide upon the appropriate course of action to effect termination on economical and equitable terms. In the event of such termination, the following rules apply:

11.6.1 The terminating Participant will continue participation, financial or otherwise, up to the effective date of termination.

11.6.2 Each Participant will pay the costs it incurs as a result of termination, including those costs for which it is obligated to reimburse the other Participant under the terms of this MOU.

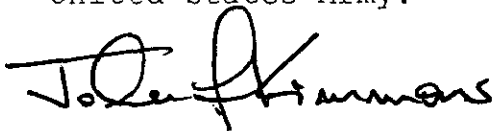
11.7 The respective rights and responsibilities of the Participants under Section VII (Security) and Section VIII (Claims) will continue, notwithstanding the termination or expiration of this MOU.

11.8 No later than the effective date of expiration or termination of this MOU, each Participant will remove its Liaison Officer(s) and such Liaison Officer's(s') dependents from the territory of the other Participant and pay any money owed to the other Participant under this MOU. Any amount of money for which a Participant is responsible, but which were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, will be paid promptly after such billing.

11.9 This MOU will enter into effect upon signature by both Participants and delivery, by the last Participant to sign, of a fully executed copy to the other Participant. This MOU will remain in effect for five (5) years, and may be extended by written agreement of the Participants.

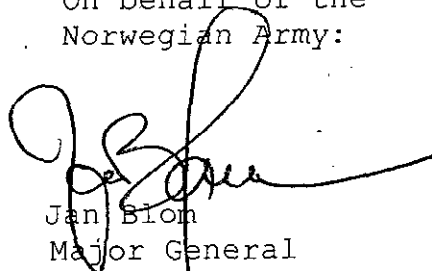
IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU.

On behalf of the
United States Army:



JOHN F. KIMMONS
Lieutenant General, GS
Deputy Chief of Staff, G-2
Dated: 5 December 2005

On behalf of the
Norwegian Army:



Jan Blom
Major General
Royal Norwegian Embassy
Defense Attaché
Dated: 5 December 2005

APPENDIX A - CERTIFICATION

[Office Symbol]

[Letterhead]

[Date]

**SECTION I
LIAISON OFFICER
LEGAL STATUS OF CERTIFICATION**

As a representative of the Norwegian Army under the auspices of an extended visit authorization to the U.S. Army (COMMAND), I am subject to the jurisdiction of U.S. federal, state, and local laws, except as provided by NATO SOFA, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the liaison officer position does not bestow diplomatic or other special privileges.

**SECTION II
LIAISON OFFICER
CONDITIONS OF CERTIFICATION**

(1) **Responsibilities:** I understand that my activities shall be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the US Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the US Government.

(2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer shall be the responsibility of my government (this includes, but is not limited to travel, office space, clerical services, quarters, rations, and medical and dental services) unless specifically addressed in a memorandum of understanding or other legal document.

(3) **Extensions and Revalidation:** I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to expiration date of the current extended visit authorization.

(4) **Contact Officer:** I understand that when the certification process is completed, a contact officer(s) shall be assigned to sponsor me during my visit to the U.S. Army

(COMMAND): I further understand that I shall coordinate, through my contact officer, all requests for information, visits, and other business which fall under the terms of certification. I also understand that requests for information which are beyond the terms of my certification shall be made through the office of defense attaché.

(5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of certification shall be made through the office of the defense attaché.

(6) **Uniform:** I understand that I will wear my national uniform when conducting business at the U.S. Army (COMMAND) or other U.S. Department of Defense (DoD) facilities, unless otherwise directed. I will comply with my country's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday from (TIME) to (TIME). Should I require access to my work area during non-duty hours, I (AM) (AM NOT) required to request permission from the command security officer. I further understand that (IT IS) (IS NOT) necessary to assign a US escort officer to me during my non-duty access. This cost (IS) (IS NOT) reimbursable to the U.S. Government.

(8) **Security:**

a. While assigned to the U.S. Army (COMMAND), I shall comply with all DoD, Army, and local installation administrative rules and security regulations. I understand that my office space, which is located within the U.S. Army (COMMAND), is subject to pre-announced inspections by local installation safety and security officials. Pre-announced security inspections will be limited to those liaison officers authorized to receive U.S. documentary information and the inspection shall be limited to U.S.-originated information only.

b. I may assume custody of U.S. classified or unclassified documentary information released to my government only when authorized and under the terms of my certification.

c. I am not permitted to reproduce U.S. classified documents for which I have assumed custody or store them in my office unless prior written arrangements have been agreed upon during my certification in-processing.

d. I may assume custody and store classified information originated by my government only when authorized in writing by my government. This information will not be under the control of the U.S. Army and will not be subject to security inspection.

e. I understand that access to U.S. Government information shall be limited to that information determined by my contact officer to be necessary to fulfill the functions of liaison officer. I also understand that I may not have unsupervised access to U.S. computer systems unless the information accessible by the computer is releasable to my government.

f. All information to which I may have access during my certification shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the US Government.

g. I will immediately report to both my contact officer and activity security officer should I obtain or become knowledgeable of U.S. Government information for which I am not authorized to have access. I further agree that I will report to the command security manager incidents when I am offered or am provided information that I am not authorized to have.

h. If required, I will display a security badge on my outer clothing so that it is clearly visible. This badge will be supplied by the U.S. Army at no cost and will identify me as a foreign national.

(9) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with the applicable status of forces agreement or other government-to-government agreements.

SECTION III
LIAISON OFFICER
TERMS OF CERTIFICATION

- (1) **Contact Officer:** (NAME OF CONTACT OFFICER[s]) has been assigned as my contact officer.
- (2) **Certification:** I am certified to the US Army (COMMAND) in support of the following programs/topics/etc.
- (3) **TRAVEL:** I may visit the following locations under the terms of my certification with the permission of my contact officer:

SECTION IV
LIAISON OFFICER
CERTIFICATION OF IN-BRIEFING

I, (NAME OF LIAISON OFFICER), understand and acknowledge that I have been certified as a liaison officer to the U.S. Army (COMMAND) as agreed upon between the Norwegian Army and the U.S. Department of the Army. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

(Signature of Liaison Officer)

(Typed Name and Rank/Title
of Liaison Officer)

(Signature of Briefer)

(Typed Name and Rank/Title
of Briefer)

(Date and Location of Briefing)